Louisville Land and Improvement Co., 97 Fed. 723; *Holmes v. Willard*, 125 N. Y. 75. The rule in *Marshall Corporations* 222 is in direct contradiction to the above but does not seem to be supported by reason or authority.

FIRE INSURANCE POLICY—STIPULATION AS TO INCUMBRANCES—EFFECT.—NEHER V. WESTERN ASSURANCE CO., 82 PAC. 166 (WASH.).—*Held*, that where one in possession of personal property encumbered by a chattel mortgage, makes an oral application for insurance thereon, without making any misrepresentations as to his interest and not knowing that the insurance company did not insure mortgage chattels, may recover on a policy for loss, even though it contains a condition that it shall be void if the chattels are encumbered by a mortgage. Root and Crow, JJ., *dissenting*.

Some courts have held that where there was a condition similar to the one above, the insured was precluded from recovering, notwithstanding the fact that the company made no inquiry concerning the interest of the insured; *Waller v. Northern Assurance Co.*, 10 Fed. 232; and they base their decisions upon the principal that it is the duty of the insured to disclose all facts which might influence the company in assuming the risk. *Ins. Co. v. Lawrence*, 2 Pet. 25. But by the great weight of authority the courts say that since the insured seldom sees the policy until the contract is made and he has paid his premium, it is unfair to compel him to be bound by such conditions which are generally more or less technical and hard to understand; *Dooly v. Hanover Ins. Co.*, 16 Wash. 155; also, unless the company makes inquiries, it insures at its peril; *O'Brien v. Ohio Ins. Co.*, 52 Mich. 131; so that, such conditions do not preclude the insured from recovering. *VanKirk v. Citizens' Ins. Co.*, 79 Wis. 627.

INNS—WHAT CONSTITUTES A GUEST.—CRAPO V. ROCKWELL ET AL., 94 N. Y. SUPP. 1122.—Where one stays in a hotel for a period of seventeen months, installs a piano and other heavy furniture, and makes special arrangements with the proprietors, *held*, that she is not such a guest, in the eyes of the law, as to render the innkeeper liable as insurer for damages to her property.

If any one goes to a hotel and rents a room by the month, he is not a guest in a legal sense. *Horner v. Harvey*, 3 N. M.. 197. An innkeeper is not liable as an insurer for the goods of one whose status is that of a boarder merely. *Lusk v. Belote*, 22 Minn. 468. If an inhabitant of a place makes a special contract with an innkeeper for board at his inn, he is a boarder and not a guest. *Norcross v. Norcross*, 53 Me. 163. If a person goes upon a special contract, to board and to sojourn at an inn, he is not, in the sense of the law, a guest, but he is deemed a boarder. *Story on Bailments*, Sect. 447. *Parsons on Contracts*, vol. II, page 152, says: The special contract between the boarder and the master of the house mayb e express or implied, and a length of residence, upon certain terms, might certainly be one circumstance, which, with others, might lead to the inference of such a contract.

INTERSTATE BUSINESS—TELEGRAPH COMPANIES.—WESTERN UNION TELEGRAPH CO. V. HUGHES, 51 S. E. (VA.), 225.—*Held*, that one state may enforce a penalty for delay in the transmission of messages by telegraph between two points within its borders although part of the transmission is across another state and the delay actually occurs in the latter.